NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## CORRECTION OF OIL, GAS AND MINERAL LEASE

Reference is hereby made to that certain Oil, Gas and Mineral Lease ("Subject Lease") by and between the undersigned Dora Lee Rampone, a widow, as Lessor, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 8700, LB-9, Dallas, Texas 75201, as Lessee, recorded in the Real Property Records of Tarrant County, Texas on January 2, 2007, Document No. D207000245.

WHEREAS, the Subject Lease has been included in the following conveyances:

Conveyance by and between Dale Property Services, L.L.C. as grantor and Chesapeake Exploration Limited Partnership (now Chesapeake Exploration, L.L.C. by merger) as grantee recorded as Document No. D207131205, Real Property Records, Tarrant County, Texas.

Partial Assignment by and between Chesapeake Exploration, L.L.C. as assignor and Total E&P USA, Inc. as assignee recorded as Document No. D210019134, Real Property Records, Tarrant County, Texas.

WHEREAS, the aforementioned assignees and grantees are collectively referred to as "Assignees."

WHEREAS, the legal description on the Subject Lease mistakenly described the following tract of land:

0.174 acres of land, more or less, being Blk 7, Lot 2, out of the Springdale Addition, an addition to the City of Fort Worth, Texas, being more particularly described by metes and bounds in that certain plat map recorded in Volume 388-, Page, of the Plat Records, Tarrant County, Texas; and

Whereas, Lessor and Assignee desire to execute this instrument in order to correct the aforementioned mistake;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Assignee do hereby correct and amend the Subject Lease by correcting the legal description thereon as follows:

0.174 acres of land, more or less, being Lot 2, Block 7, out of the Springdale Addition, an addition to the City of Fort Worth, Texas, being more particularly

described by metes and bounds in that certain plat map recorded in Volume 388-B, Page 183, Plat Records, Tarrant County, Texas.

**FURTHERMORE**, the Lessor does hereby grant, demise, lease and let unto Assignee the acreage as described above, as amended, subject to and in accordance with all of the terms and provisions of said Subject Lease.

It is understood and agreed by all parties hereto that in all other respects, said Subject Lease and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm said Subject Lease as hereby amended.

This Correction of Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, this instrument is dated and made effective as of the date of the Subject Lease as set forth above.

Executed this /Z day of /Z day of /Z, 2010, but for all purposes, to be effective as of the  $13^{th}$  day of December 2006.

LESSOR:

New Les Rampone

Dora Lee Rampone

**ASSIGNEES:** 

Chesapeake Exploration, L.C., successor by merger to Chesapeake Exploration Limited Partnership

By:

Henry J. Hood, Senior Vice President Land and Legal & General Counsel Total E&P USA, Inc., a Delaware corporation

By:\_\_\_

Eric Bonnin

Its: Vice President- Business Development and Strategy

**ACKNOWLEDGMENTS** 

STATE OF TEXAS

§

**COUNTY OF TARRANT** 

This instrument was acknowledged before me on the /Z day of March , 2010 by Dora Lee Rampone.

WILLIAM ROBERT FERGUSON Notary Public, State of Texas My Commission Expires December 19, 2010 Notary Public, State of Texas Notary's name (printed): Notary's commission expires: STATE OF OKLAHOMA **COUNTY OF OKLAHOMA** 

This instrument was acknowledged before me on this , 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., and successor by merger to Chesapeake Exploration Limited Partners, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.

Notary Public, State of Oklahoma Notary's name (printed): Notary's commission expires:

STATE OF TEXAS § § §

**COUNTY OF HARRIS** 

The foregoing instrument was acknowledged before me this Z , 2010, by Eric Bonnin as Vice President - Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.

OTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES

JULY 31, 2012

Notary/s/name (printed):

Notary's commission expires:

PLEASE RETURN TO:

Jackie Ward, Curative Attorney Dale Property Services, L.L.C. 3000 Altamesa Blvd., Suite 300 Fort Worth, TX 76133

## SUZANNE HENDERSON

**COUNTY CLERK** 



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES LLC 2100 ROSS AVE STE 1870 LB-9 **DALLAS, TX 75201** 

Submitter: DALE RESOURCES LLC

## **DO NOT DESTROY** WARNING - THIS IS PART OF THE OFFICIAL RECORD.

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Filed For Registration:

5/27/2010 1:57 PM

Instrument #:

D210126175

LSE

PGS

\$28.00

Denleum

D210126175

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL